

**RELEASE**

This Release and Modification ("Agreement") is between ZroBlack LLC ("ZroBlack"), a Delaware Limited Liability Company, John Saenz ("Saenz"), an individual, and Jonathan Villarreal ("Villarreal"), an individual, each a "Party" and collectively the "Parties," all having a principal place of business at 1150 N. Loop 1604 W., Suite 108-259, San Antonio, Texas 78248, effective as of the date of the last signature indicated below (the "Effective Date");

WHEREAS the Parties, on the one hand, and [REDACTED] and [REDACTED]

[REDACTED]  
collectively referred herein as [REDACTED], on the other hand, executed a Professional Services Agreement ("PSA"), dated April 15, 2019;

WHEREAS the Parties and [REDACTED] executed a First Amendment to Professional Services Agreement ("1<sup>st</sup> Amended PSA"), dated August 1, 2019;

WHEREAS Saenz and Villarreal (collectively the "Individuals") wish to memorialize Saenz's assignment of his entire interest in ZroBlack LLC to Villarreal;

NOW, THEREFORE, in consideration of their mutual promises and undertakings contained herein, the receipt and sufficiency of which is hereby expressly acknowledged and received, the Parties intending to be legally bound hereby, do covenant and agree as follows, to wit:

**1. Obligations under the PSA and 1<sup>st</sup> Amended PSA**

The Parties agree to accept and perform all obligations assigned to them, respectively, under the 1<sup>st</sup> Amended PSA.

## 2. Compensation

It is anticipated [REDACTED] will continue to pay ZroBlack pursuant to the Earn-Out Obligation as described in Sections 3.1–3.5 of the Professional Services Agreement. With respect to the Earn-Out Obligations, under Section 3.2(i) and 3.2(ii), the Individuals will split those amounts with twelve and one-half percent (12.5%) going to Villarreal and two percent (2%) going to Saenz. In the event [REDACTED] pays the Individuals an Earn-Out Obligation relating to BriX Core Logic different than fourteen and one-half percent (14.50%), the Individuals will split the amount of the Earn-Out Obligation at a rate of 12.5/14.5 going to Villarreal and 2/14.5 going to Saenz.

The Parties agree that any Earn-Out Obligation payment made by [REDACTED] to ZroBlack pursuant to the Earn-Out Obligation of the Professional Services Agreement be sent directly to Gunn, Lee & Cave, P.C. to hold in escrow. The Parties further agree for Gunn, Lee & Cave, P.C. to distribute the received Earn-Out Obligation payment to Villarreal and to Saenz in accordance with the agreed upon percentage splits, as indicated in this Section 2.

The Parties further agree that Earn-Out Statements provided by [REDACTED] to ZroBlack under Section 3.4 of the Professional Services Agreement also be sent directly to Gunn, Lee & Cave, P.C. where the Parties will review and either accept or not accept the calculations contained in the Earn-Out Statements, in accordance with Section 3.4 of the Professional Services Agreement. Villarreal and ZroBlack will request of [REDACTED] that such Earn-Out Statements be sent directly to Gunn, Lee & Cave, P.C.

For all other Earn-Out Obligations (i.e., not relating to BriX Core Logic), those Earn-Out Obligations will be paid entirely to Villarreal.

### **3. Reports**

The Parties agree that Villarreal shall continue to make and provide to Saenz monthly progress reports on BriX Core Logic phases and milestones, including any related products released by [REDACTED]

### **4. Confidentiality**

Unless otherwise agreed to in writing by each of the Parties, ordered by the Court, or otherwise compelled to by legal process, each Party shall hold this Agreement and each of its terms in strict confidence. Except as provided in this Paragraph, no Party shall communicate any of the terms of this Agreement, other than that it represents an amicable parting of the business relationships between Villarreal and Saenz or Saenz and ZroBlack, with no admission of liability, and is confidential, to any person or entity except under the compulsion of legal process or to a Party's legal, tax or financial advisors. Any Party compelled by Court Order to make such communication shall give every other Party to the Agreement written notice promptly after receipt or notice of such legal process. The notice shall set forth with particularity the person or entity to whom such disclosure or communication is to be made, the information to be communicated, and the purpose(s) (if known) for such communication, and shall include a copy of the legal process compelling such communication.

### **5. Non-disparagement**

No Party shall disparage another Party or its respective services or otherwise take any action which could reasonably be expected to adversely affect another Party's personal or professional reputation, or the reputations of another Party's goods and services.

**6. Assignment**

The Individuals will execute the Unanimous Written Consent in Lieu of Meeting of the Members of ZroBlack LLC attached as **Exhibit A**.

**7. Release**

Each Party hereby fully releases the other Parties from all claims and demands, known or unknown. Each Party understands that, as to claims that are known to that Party when the release is signed, any statutory provisions that would otherwise apply to limit this general release are hereby waived. Each Party also understands that this release extends to claims and demands that are not known at the time this release is signed. This release additionally applies to each Party's heirs, legal representatives, attorneys, assignees, owners, members, managers, directors, employees, spouses, and successors, and is binding on each Party's heirs, legal representatives, attorneys, assignees, owners, members, managers, directors, employees, spouses, and successors. Each Party represents that it has not assigned any such claims or demands against the other Parties.

**8. Amendments to the PSA or the 1<sup>st</sup> Amended PSA**

No waiver, change, or modification to this Agreement, the PSA, or the 1<sup>st</sup> Amended PSA will be effective unless in writing signed by each of the Parties.

**9. Irrevocable**

This Agreement is irrevocable as of the Effective Date.

**10. Severability**

In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the



remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The Parties will use their reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

**11. Governing Law; Disputes; Attorney's Fees**

This Agreement and any dispute arising hereunder shall be governed by the laws of the State of Texas, without regard to the conflicts of law provisions thereof. Both parties consent to the sole and exclusive jurisdiction of the state and federal courts of the State of Texas located in Bexar County with respect to any dispute arising hereunder. Each party to this Agreement agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each party to this Agreement irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement, the transactions contemplated hereby or the subject matter hereof in any court referred to above, including the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees.

**[SIGNATURES TO FOLLOW]**

By signing below, the Parties agree to be bound by the terms and conditions of this Agreement.

**ZroBlack, LLC**

By: \_\_\_\_\_

Name: John Saenz

Title: Member

8/9/2019

Date: \_\_\_\_\_

DocuSigned by:

*John Saenz*

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**John Saenz, Individually**

By: \_\_\_\_\_

Address: \_\_\_\_\_

8/9/2019

Date: \_\_\_\_\_

DocuSigned by:

*John Saenz*

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**ZroBlack, LLC**

By: \_\_\_\_\_

Name: Jonathan Villarreal

Title: Member

8/9/2019

Date: \_\_\_\_\_

DocuSigned by:

*Jonathan Villarreal*

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**Jonathan Villarreal, Individually**

By: \_\_\_\_\_

Address: \_\_\_\_\_

8/9/2019

Date: \_\_\_\_\_

DocuSigned by:

*Jonathan Villarreal*

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